

SC Department of Natural Resources

1000 Assembly Street, Room 242-A
P.O. Box 167
Columbia, SC 29202
(Return quote to the above address.)

James H. Jackson, Procurement Manager

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<http://www.dnr.sc.gov/admin/procure/bulletin.html>

REQUEST FOR QUOTATION

Return Quote No Later Than: July 17, 2007 11:00 AM	Quote Number: Q062807JJ
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Title: **Blue Crab Cooperative Research Study (Fixed Price Solicitation)**

Mailing Date: June 28, 2007	Direct Inquiries to: James Jackson
James H. Jackson, Dir. of Procurement Serv.	Req. Number: 062807
Vendor Name:	FEIN or Social Security Number
Vendor Mailing Address:	Reason for no quote:
City, State, Zip:	Telephone Number: Fax Number: E-mail Address: Internet Address:
Authorized Signature (Manual):	Authorized Signature (Typed), Title:

Upon Receipt, the vendor should submit a quotation in the manner indicated below. The closing date/time specified above is the time by which a quotation is required. A public opening will not be held for quotations.

Deliver supplies/services FOB destination to the following address: SC Dept. of Natural Resources-Marine Resources Division, 217 Ft. Johnson Road, Charleston, SC 29412

MUST BE SIGNED TO BE VALID

We hereby agree to furnish items and/or services for which prices are listed in accordance with any attached specifications

****Quote number and closing date must be shown on envelope****

****Quotes under \$10,000.00 may be faxed. ****

Do not include any taxes in the quotation price(s).

Quotation Acceptance period: In compliance with the quotation, and subject to all conditions thereof, the signer offers and agrees, if this quotation is accepted within _____ days from the date of closing, to furnish any or all items/services quoted at the prices set forth. Acceptance period will be thirty (30) days unless specified otherwise above.

IMPORTANT
SC RVP & SC/US Preferences

SC Resident vendor Preference

I certify that I am a resident vendor meeting all qualifications as defined in Section 11-35-1524 of the SC Consolidated Procurement Code and hereby request the preference be exercised on my behalf in the consideration of award of this quote.

*In order to make claim for this preference in the award of this quote, the person signing the quote must place their initials here _____.

*Address and phone number of SC office. (Must be completed if making claim)

Phone # _____.

SC/US Made, Manufactured or Grown End-Product Preference

*By signing quote and checking the appropriate space(s) provided and identified on the quote pricing schedule, vendor certifies that the end product(s) as shown in this quote are either made, manufactured or grown in South Carolina or other States of the United States, ref: 11-35-1524. The preference does not apply to services.

Note: These do not apply to a vendor of goods, whether in quantity or not, when the price of a single unit is more than \$30,000.00, or to quote awards less than \$10,000.00.

Notice: Important information pertaining to preferences.

*If a vendor has not requested the preferences he will neither be entitled to claim any preference against another vendor nor will he be protected from application of another quote's claim to a preference against his quote in determining contract award.

INSTRUCTIONS TO QUOTERS

Right to protest under Section 11-35-4210(1) of the Consolidated Procurement Code does not apply. Re: Small purchases (less than \$50,000 in actual or potential value) Section 11-35-1550(3).

Unless otherwise stated, all prices must be firm.

Do not include any taxes in the quotation price(s).

Quotation Rejection/Cancellation: The State of South Carolina reserves the right to reject any or all quotes and to cancel the quotation.

Unit Price Governing: Unit price will govern over extended price unless otherwise stated in the request for quotation.

Quotation Amendments: All amendments to and interpretations of this quotation shall be in writing from the procurement officer of the Department of Natural Resources. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

GENERAL CONTRACT CLAUSES

Indemnification: Contractor shall indemnify and save harmless the State, its officers, agents, and employees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright.

Protection of Human Health and the Environment: The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "Protection of Human Health and the Environment". Any contractor doing business with the State will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to, "The Hazard Communication Standard" OSHA CFR 1910.1200 (SCRR Article 1,71-1910.1200). By submission of this quote, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

Payment of Goods & Services: Payment of goods and services received by the State shall be processed in accordance with section 11-35-45 of the South Carolina Procurement Code.

SPECIAL PROVISIONS

Acquisition Instructions: The purpose of this fixed price bid invitation is to establish a pool of qualified individuals to participate in the South Carolina Department of Natural Resource's Blue Crab Cooperative Research Study.

Evaluation/Award: All approved and qualified individuals will be place on a Qualified Provider List from which SCDNR may select participants for the Blue Crab Cooperative Research Study. Being placed on the Qualified Provider List does not provide a guarantee that the individual will be included in the Blue Crap Cooperative Research Study. Failure of an individual to receive business shall not be grounds for a contract controversy under Section 11-35-4230 of the South Carolina Consolidated Procurement Code.

IMPORTANT NOTICE

Bidder/Offeror

Re: S.C. Withholding Tax Amendments
Code Section 12-9-310(A)(2)(3)

Effective July 1, 1994, Section 49, Appropriation Bill, Part II amended the above referenced code section to eliminate withholding from payments to nonresident contractors and rental recipients if the nonresident is registered or registers with the S.C. Department of Revenue or the S.C. Secretary of State's Office. The nonresident must provide an affidavit to whomever they are contracting with to that effect.

The entity or person letting the contract to the nonresident will retain the affidavit. In the absence of an affidavit being provided, withholding will be required (contracts--2%, rental or royalty recipients--7% for corporations, or 5% for individuals and partnerships).

The filing of the affidavit affirming registration by the nonresident eliminates the requirement to withhold by those letting contracts to nonresident as well as the posting of the surety bond by the nonresident. Enclosed is an affidavit and instructions to be used when contracting with nonresidents.

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803) 898-5872 or writing the S.C. Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140.

INSTRUCTIONS

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-9-310(A)(3) requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000.00 in any one calendar year.

Code Section 12-9-310(A)(2) requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes with regard to any nonresident taxpayer who submits an affidavit certifying that it is registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

TERM AND DURATION OF AFFIDAVIT

It is recommended that an affidavit be obtained from a nonresident taxpayer for each separate contract or agreement. Otherwise, the affidavit submitted by a nonresident taxpayer shall remain in effect for a period of three (3) years, or for a lesser time if the person earlier receives notice of revocation of exemption from withholding from the South Carolina Department of Revenue.

STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Owner, Partner(s) or Corporate Name of Nonresident Taxpayer:

2. Trade Name (Doing Business As):

3. Mailing Address:

4. Federal Identification Number:

5. _____ Hiring or Contracting with:

Name: _____

Address: _____

_____ Receiving Rentals or Royalties From:

Name: _____

Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate statement below):

_____ The South Carolina Secretary of State or

_____ The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Section 12-9-310 at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that fine; imprisonment or both could punish any false statement contained herein.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-40(b)(6)(f)(5), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

_____(Seal)_____

(Signature of Owner, Partner or Corporate Officer)

Date

If Corporate officer state title: _____

(Name - Please Print)

Internet Accessibility, Release of Copyright and Publishing Rights

It is the intent of the Department of Natural Resources to provide resource information to Department employees, vendors and the general public through the Department's Web Page. This information is featured in the "Doing Business with DNR" section of the web page. From time to time, product information, product literature and photographs of products may be used to further emphasize the Department's mission or to emphasize or introduce a certain product to our employees that may be under contract.

The execution of this document, your firm's signature, hereby authorizes and gives permission to the Department of Natural Resources to utilize product literature, photographs and product information as necessary to disseminate this information to its web users.

At times, the Department may request digital prepared photographs (data saved to disk that can be uploaded to the web server) and literature formatted for web publication that your firm has readily available and may be currently using in its own web site. This information will be provided to the department at no cost.

The successful bidder shall indemnify and save harmless the State of South Carolina and all State officers, agents, and employees, from all suits of claims of any character brought by reason of infringing on any patent, trade mark or copyright. Bidder shall have no liability to the State if such patent trademark or copyright infringement or claim is based upon the States' use of material furnished to the State by the bidder.

Bidder is in agreement with the terms and conditions of this copyright release by the execution of this document by the representative company official below:

_____ (Signature of Owner, Partner or Corporate Officer)	_____ (Seal) Date
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If Corporate Officer state title:

(Name - Please Print)

My company is not currently represented on the Internet and/or I wish not to participate in exchanging company product literature, photographs for your agency use. I have indicated below by reasons.

Please Check Which Applies:

Wish not to participate _____

Not currently represented _____

Specifications for Blue Crab Cooperative Research Study

Intent:

The purpose of this fixed price solicitation is to establish a pool of qualified commercial crabbers to participate in a one-year cooperative research study to collect catch-effort data for Blue Crab caught along the coast of South Carolina. This study will require the participation of (6) crabbers; two that trap from the Edisto River – Southern South Carolina, two that trap from the Edisto River to Capers Inlet, and two that trap from Capers Inlet – Northern South Carolina.

Qualifications for Participation:

In order to be considered for this study, crabbers must meet two criteria:

- 1) The crabber must have been properly licensed to engage in commercial crabbing activities for the past two consecutive years.
- 2) The crabber must not have had any convictions for fishing violations during the past two years.

Requirements for Participation:

Interested crabbers for this study must be willing to commit for the entire duration of the study (one year). The South Carolina Department of Natural Resources (SCDNR) anticipates that the study will begin in August of 2007 and conclude in July/August of 2008. Selected participants for the study will be required to record catch-effort data on a weekly basis from ten randomly selected traps. Also, the crabber must be willing to allow a SCDNR employee to accompany them, once a month, to collect more detailed information for the ten randomly selected traps, plus twenty other traps.

Compensation/Payment:

This is a fixed price solicitation. SCDNR will pay each of the six selected crabbers for this study a maximum of \$1250.00 per quarter (for a maximum total of \$5000.00 for the entire one-year study). Bids received that exceed \$1250.00 per quarter will be rejected by SCDNR. Payments to participating crabbers will be made on a quarterly basis. In order to receive payment(s), participating crabbers must meet all requirements of the study. If a crabber fails to meet the requirement of the study, SCDNR reserves the right to cancel the contract with that crabber.

Bidding Instructions:

Individuals wishing to bid on this solicitation must provide their bid in the Pricing Schedule on Page 8. In order to be included on the Qualified Provider List (discussed below), individuals must meet all qualifications listed in this solicitation and their bid price must not exceed the maximum allowable fixed price for the solicitation (\$1250.00/Quarter; for a maximum total of \$5000.00 for the entire one-year study). Bids received that exceed the maximum allowable fixed price for the solicitation will be rejected by SCDNR. Bidders must also mark the region for which they wish to participate in the Blue Crab Cooperative Research Study on the Pricing Schedule.

Qualified Provider List:

All approved and qualified individuals will be placed on a Qualified Provider List from which SCDNR may select participants for the Blue Crab Cooperative Research Study. Being placed on the Qualified Provider List does not provide a guarantee that an individual will be included in the Blue Crab Cooperative Research Study. Failure of a qualified provider to be included in the study shall not be grounds for a contract controversy under Section 11-35-4230 of the SC Consolidated Procurement Code.

Open Response Date:

During the term of the contract that results from this solicitation, SCDNR may add additional providers to the Qualified Provider List upon receipt of a bid application that documents the requirements/qualifications set forth herein. Being placed on the Qualified Provider List does not provide a guarantee that an individual will be included in the Blue Crab Cooperative Research Study. Failure of a qualified provider to be included in the study shall not be grounds for a contract controversy under Section 11-35-4230 of the SC Consolidated Procurement Code.

Contact Information:

For additional information concerning the qualifications and requirements for the Blue Crab Cooperative Research Study, please contact:

South Carolina Department of Natural Resources – Marine Resources Division

Jason Powers, Cooperative Research Coordinator

Telephone Number: (843) 953-6608

E-mail: powersj@dnr.sc.gov

For questions concerning bid preparation and submission for this solicitation, please contact:

South Carolina Department of Natural Resources – Procurement Services

James Jackson, Procurement Manager

Telephone Number: (803) 734-3978

E-mail: jacksonj@dnr.sc.gov

PRICING SCHEDULE

LINE ITEM	COMMODITY/SERVICE DESC	QTY.	U/M	UNIT PRICE (Not to Exceed \$1250.00)	EXTENDED PRICE (Not to Exceed \$5000.00)
0001	Participation in Blue Crab Cooperative Research Study as per Attached Specifications.	4	Quarter	\$	\$
LOCATION (Please check the location for which you wish to participate in the Blue Crab Cooperative Research Study.): ____ Edisto River – South ____ Edisto River to Capers Inlet ____ Capers Inlet – North					

